

RESOLUTION NO. 86-84
RESOLUTION OF THE COUNTY OF ST. JOHNS
STATE OF FLORIDA
APPROVING A FINAL DEVELOPMENT PLAN
FOR PLAYERS CLUB UNIT SEVEN
LOCATED WITHIN THE PARCEL OF LAND ZONED PUD
PURSUANT TO ORDINANCE 75-15

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY FLORIDA:

SECTION 1: Pursuant to a request for approval made by Arvida Corporation in accordance with Section 8-3 of the St. Johns County Zoning Ordinance, and subsequent review and approval by the St. Johns County Planning and Zoning Agency, the Final Development Plan attached hereto as Exhibit A is hereby approved in reliance upon, and in accordance with, the representations and statements made in the written submission statement attached hereto as Exhibit B and the sections of the Declaration of Covenants and Restrictions for Players Club Unit Seven as set forth in Exhibit C and listed on Exhibit D all of which are hereby incorporated into and made a part of the Final Development Plan for Players Club Unit Seven.

BOARD OF COUNTY COMMISSIONERS
OF ST. JOHNS COUNTY, FLORIDA

By: Francis J. Brubaker
Chairman

Attest: Carl "Bud" Markel, Clerk

By: Cheryl Kent
Deputy Clerk
Adopted Regular Meeting

July 8, 1986

Effective:

July 8, 1986

84N6

EXHIBIT B

FINAL DEVELOPMENT PLAN
FOR
PLAYERS CLUB UNIT SEVEN
WITHIN THAT PORTION OF THE PUD 75-15 NAMED
PLAYERS CLUB AT SAWGRASS

Arvida Corporation

May 20, 1986

Arvida Corporation hereby submits, for approval by the St. Johns County Planning and Zoning Board and the St. Johns County Board of County Commissioners, the final development plan (the "Final Development Plan") for the single family subdivision to be known as Players Club Unit Seven (the "Property"). The Final Development Plan consists of a 1 page map identified as Exhibit A to the Resolution (the "Map"), this text identified as Exhibit B to the Resolution (the "Text"), copies of the applicable Sections of the Declaration of Covenants and Restrictions identified as Exhibit C and a list of those sections of the Covenants specifically incorporated into the Final Development Plan, which list is identified as Exhibit D to the Resolution. The Property is located wholly within that parcel of land zoned Planned Unit Development (PUD) pursuant to Ordinance 75-15, and known as Players Club at Sawgrass. The area encompassed by this Final Development Plan is located just North of Alta Mar Drive and East of TPC Boulevard. This area is designated for single family development on the current approved PUD master plan. Players Club Unit Seven will consist of 53 single family lots consistent with the Master Plan designation.

Nothing contained in the Declaration shall be interpreted to limit or restrict in any way the regulatory powers of St. Johns County (including its powers to review and approve plats and replats under Section 177.071 of the Florida Statutes). Those sections of the Declaration which are specifically referenced herein are incorporated by reference in the Final Development Plan, shall be made a part of the Final Development Plan and shall not be amended without approval of the Board of County Commissioners of St. Johns County. A list of the sections of the Declaration made a part of the Final Development Plan is provided with this submission and is identified as Exhibit D to the Resolution. The developer reserves the right to alter, amend, or allow to be amended all other sections of the Declaration. Provided, however, that if any alteration, amendment or series of alterations or amendments to the Declaration materially erodes the protection afforded by the Declaration so that the Board of County Commissioners of St. Johns County, in the exercise of its reasonable discretion, determines that there is substantial likelihood that the spirit and intent of Article 8 of the St. Johns County Zoning Ordinance will be undermined, then the Board may require that further alterations and amendments be submitted to it for approval prior to the recordation of such alterations or amendments.

8-4-1 Density of Development

In accordance with Section 10.12 of the Declaration, the total ground area occupied by residential buildings and structures in the subdivision shall not exceed 35 percent of the total ground area committed to residential use.

8-4-2 Open Space

There is no open space depicted as such on the Map. Nevertheless, the lakes, recreation areas, and other open space planned for the Players Club development as a whole will provide ample open space outside the boundaries of the subdivision. In addition, the subdivision will contain three lakes lying within easement areas as depicted on the Map. Finally, there will be a lighted entry sign to the Property that will lie within the right of way of the subdivision road or TPC Boulevard. The entry sign will be no larger than 15 by 20 and will be constructed of wood, concrete, masonry or other materials consistent with other entry signs in the PUD. The common areas, lakes and entry features will be maintained by the subdivision homeowner's association.

8-4-3 Waiver of Yard, Dwelling Unit, Frontage Criteria, and Use Restriction.

All development which is to occur within the subdivision will comply with the spirit and intent of the Zoning Ordinance; however, structures may be built immediately adjacent to or crossing lot lines. There will be no more than 53 residences in Players Club Unit Seven. A residence may be located wholly within a single platted lot or upon a portion of a platted lot or combination of platted lots. Nevertheless, in accordance with Section 10.1 of the Declaration, every parcel upon which a residence is constructed will have a total area equal to or greater than 95% of the total area of the smallest Lot (in area) the subdivision. Furthermore, Section 10.17 establishes a 20 foot front setback line and 7.5 foot side setback lines for each building parcel in Players Club Unit Seven, subject to the Developer's right to release Lots from minor violations as set forth in Section 12.9 of the Declaration.

8-4-4 Project Size

The PUD consists of more than twenty acres.

8-4-5 Support Legal Documents for Open Space

The Declaration assures adequate management and maintenance of all common areas encompassed by this Final Development Plan.

- a. The Declaration provides for conveyance of title to the common property to, and ownership by, the

homeowners' association, a duly constituted and legally responsible community association.

- b. Section 4.1 of the Declaration, appropriately limits use of the common property.
- c. Section 4.1 of the Declaration, assigns responsibility for the management and maintenance of the common property to the homeowners' association.
- d. Section 4.1 of the Declaration places responsibility for enforcement of the covenants contained therein upon the homeowners' association and its board of directors.
- e. Section 6.1 of the Declaration permits the subjection of each lot to assessment for its proportionate share of maintenance costs.

8-4-6 Access

As graphically depicted on the Final Development Plan, each lot is provided vehicular access within the Property via the private rights-of-way to be owned by the local subdivision association. In a location within the right of way, a small parcel shall set aside for a lighted subdivision sign similar to those located elsewhere in the PUD.

8-4-7 Privacy

Under the provisions of Section 8.1 of the Declaration, each dwelling will be provided visual and acoustical privacy. Necessary walks and landscaping shall be provided for the protection and aesthetic enhancement of the Property, and to screen objectional views and reduce noise.

8-4-8 Community Facilities

- a. None of the utility facilities serving the Property are proposed for dedication to St. Johns County; therefore the provisions of subparagraph "a" are inapplicable.
- b. All requirements for off-street parking and loading set forth in Article 9 of the St. Johns County Zoning Ordinance are addressed specifically below:

Section 9-1-1 Drainage

The drainage plan for the Property so as to prevent damage to abutting parcels and public streets and alleys is graphically depicted on the map included in this Final Development Plan. In accordance with the Declaration for Players Club Unit Seven, specific drainage plans for each lot upon which a residence is to be constructed will be submitted to and reviewed by the Architectural Review Committee prior to commencement of construction to insure consistency with this general drainage plan.

9-1-2 Separation from Walkway and Street

No combined off-street parking or loading facilities will be constructed on the Property.

9-1-3 Entrances and Exits

The location and design of the entrances and/or exits to all streets and TPC Boulevard will be in accordance with County specifications. *→ + signalization if required*

9-1-4 Interior Drives

As shown on the Map, there will be no interior drives on the Property.

9-1-5 Marking of Parking Spaces

As shown on the Map, there will be no parking spaces in lots of more than ten.

9-1-6 Lighting

Lighting within the Property will meet or exceed minimum lumens of 100 watt high pressure sodium fixture lights affixed 16 feet above the roadway and 300 feet on center.

9-1-7 Screening

Section 9-1-7 is inapplicable since there will be no parking spaces for ten or more vehicles in any one location on the Property.

9-2 Location

The required off-street parking facilities will be located upon the same parcel of land they are intended to serve.

9-3-1 Off-Street Parking: Numbers Required

The Property will be used for single family residential lots. Therefore, in accordance with Subsection a of 9-3-13, at least one off-street parking space will be provided per dwelling.

9-4-1 Off-Street Loading Requirements

This section does not apply to residential developments.

c. The Final Development Plan map illustrates the anticipated traffic flow pattern. Sufficient space has been allowed to permit access for firefighting equipment, furniture moving vans, fuel trucks, refuse collection, deliveries and debris removal. Locations of the fire hydrants serving the Property are also depicted on the Final Development Plan map. The fire hydrants to be installed pursuant to this Final Development Plan shall meet county standards and must be approved by the county fire coordinator prior to issuance of certificates of occupancy for any structure to be served by such hydrants.

d. All utilities serving the Property including telephone, power, cable television, and sewer and water lines will be installed underground. Also shown on the Final Development Plan map is the location and design of the storm sewer facilities serving the Property and the grading and topography of the site facilitating proper drainage of storm waters and preventing erosion and the formation of dust.

e. Specifications for all street and roadways depicted on the Final Development Plan map shall conform to the rules and regulations adopted by the St. Johns County Board of County Commissioners in Article IX, Section 91 of the St. Johns County Subdivision Regulations.

ARVIDA CORPORATION

By: _____

Association expenses payable by the Owners of property subject to this Declaration prior to such addition. Developer may also, but shall not be obligated to, withdraw land from the scheme of development contemplated by this Declaration and release it from the obligations of this Declaration from time to time provided only that (a) all lands remaining subject to this Declaration after such withdrawal are contiguous, and (b) the withdrawal of such lands shall not, without the joinder or consent of a majority of the members of the Association, materially increase the pro rata share of the Association expenses payable by the Owners of property remaining subject to this Declaration after such withdrawal. Addition of lands to, or withdrawal of lands from this Declaration shall be made and evidenced by filing in the public records of St. Johns County, Florida, a supplementary declaration with respect to the lands to be added or withdrawn. Developer reserves the right to so amend and supplement this Declaration without the consent or joinder of the Association or of any owner or mortgagee of land in the Subdivision.

ARTICLE IV
PROPERTY RIGHTS

Section 4.1 Ownership, Maintenance, and Use of Common Property. The Association shall at all times be responsible for maintaining the Common Property which shall remain the property of the Developer until such time as it shall be conveyed to the Association. When the Developer no longer owns any lots within the Property or, at the Developer's option, at any earlier time, the Common Property shall be conveyed to the Association subject to any taxes for the year of conveyance, restrictions, conditions, limitations, easements of record for drainage and public utilities and perpetual non-exclusive easement for ingress and egress granted to the Association and the Association shall accept such conveyance. Every member of the Association shall have a right of use and an easement of enjoyment in and to the Common Property which shall be appurtenant to, and pass with, the title to every Lot, subject to the following:

4.1.1 The right of the Association to take such steps as are reasonably necessary to protect the Common Property against foreclosure.

4.1.2 The right of the Developer or the Association to grant easements and rights of way as either may deem appropriate for the proper development and maintenance of the Property, including and without limitation, the Developer's right to reserve an easement for itself, its successors and assigns for ingress, egress, maintenance, drainage and utilities over all roadways and the Property.

4.1.3 All provisions of this Declaration, any plat of all or any parts of the Property, and the Articles and Bylaws of the Association.

4.1.4 Rules and regulations governing use and enjoyment of the Common Property adopted by the Association. Easements and restrictions of record affecting any part of the Common Property.

4.1.5 The Owner of each Lot may construct a driveway from his Lot to the nearest edge of pavement of a Roadway (as defined in Section 13.2 of this Declaration) across the Limited Common Area of his Lot after obtaining ARB approval of the location, design and composition of the driveway. These driveways are hereby designated for the exclusive use of the

Owners of the Lots served, their guests, invitees and authorized delivery persons.

4.1.6 The exclusive use rights of individual Lot Owners as provided in Section 7.4.

ARTICLE V
THE ASSOCIATION

Section 5.1 **Membership.** Each Owner including the Developer (at all times so long as it owns any part of the Property subject to this Declaration) shall be a member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment.

Section 5.2 **Classes and Voting.** The Association shall have such classes of membership as are set forth in the Articles of the Association.

ARTICLE VI
COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 6.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of a Lot within the Subdivision, other than the Developer, hereby covenants, and by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual assessments or charges, and any special assessments for capital improvements or major repair against such property. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from the due date at the highest lawful rate and costs of collection thereof (including reasonable attorneys fees), shall be a charge on the Lot and shall be a continuing lien upon the Lot(s) (other than Lot(s) owned by Developer) against which each such assessment is made, and shall also be the personal obligation of the Owner. No Owner may avoid liability for the assessments by waiver of rights to use, or by non-use of, the Common Property or by abandonment.

Section 6.2 **Purpose of Assessments.** The annual and special assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Subdivision and in particular for the improvement and maintenance of the Common Property and of any easements in favor of the Association. Assessments may be used for the cost of taxes on the Common Property, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of, and are undertaken by the Association.

Section 6.3 **Rate of Assessment.** Each Unimproved Lot subject to assessment shall be assessed at a rate equal to fifty percent (50%) of the assessment in effect from time to time (annual or special) for Improved Lots. All annual and special assessments shall be at a uniform rate for each Improved Lot subject to assessment and at a uniform rate for each Unimproved Lot subject to assessment.

or any portion of the Property or the exterior of any improvements thereon at reasonable hours on any day except Saturday or Sunday. In the case of emergency repairs, access will be permitted at any time with only such notice as, under the circumstances, is practically affordable.

Section 7.4 Use and Maintenance of Limited Common Areas. Notwithstanding any other provision of this Declaration, each Lot Owner shall be responsible for maintaining the grass and other landscaping within the Limited Common Area of his Lot. Each Lot Owner may use the Limited Common Area of his Lot as a yard subject to the rights of the Association to establish rules and regulations governing use and enjoyment of the Common Property and the rights and easements reserved and granted under Article XII and Article XIII of this Declaration including but not limited to the right to locate or relocate roads, paths, walkways and sidewalks within the Common Property. The Lot Owner shall not place or erect any structure within the Limited Common Area other than a driveway as provided under Section 3.1.5 of this Declaration.

ARTICLE VIII
ARCHITECTURAL CONTROL OF SUBDIVISION
AND ARCHITECTURAL REVIEW BOARD

Section 8.1 Necessity of Architectural Review and Approval. Except for the initial construction of improvements upon the Lots, if any, by Developer no landscaping, improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, driveway or other improvement shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by, the Association (and by the Players Club Association in accordance with its Bylaws and in accordance with Article VII of the Players Club Covenants). All plans and specifications shall be evaluated as to visual and acoustical privacy and as to the harmony of external design and location in relation to surrounding structures, topography, existing trees and other natural vegetation and as to conformance with the Architectural Planning Criteria for the Property, a copy of which is attached hereto as Exhibit C, as the same may from time to time be amended. It shall be the burden of each Owner to supply four (4) sets of completed plans and specifications to the Architectural Review Board ("ARB") and no plan or specification shall be deemed approved unless a written approval is granted by the ARB to the Owner submitting same. The ARB shall approve or disapprove plans and specifications properly submitted within thirty (30) days of each submission. Any change or modification to approved plans shall not be deemed approved unless a written approval is granted by the ARB to the Owner submitting same.

Section 8.2 Architectural Review Board. The architectural review and control functions of the Association shall be administered and performed by the ARB, which shall consist of five (5) members who need not be members of the Association. The Developer shall have the right to appoint all of the members of the ARB, or such lesser number as it may choose, as long as it owns at least one Lot in the Subdivision or undeveloped property contiguous to the Subdivision that Developer has committed to bring within the scheme of development of this Declaration in accordance with the provisions of Article III hereof. Members of the ARB not appointed by Developer shall be appointed by, and serve at the

Section 9.2 Lien rights. The Players Club Association is entitled to a lien upon a Lot for any unpaid assessment for expenses incurred or to be incurred by the Players Club Association in the fulfillment of its maintenance, operation and management responsibilities as described in the Declaration of Covenants for the Players Club at Sawgrass.

Section 9.3 Responsibilities of this Association. If for any reason the Association refuses or fails to perform the obligations imposed on it under the terms of this Declaration, and under any other documents relevant to the Property, the Players Club Association shall be and is hereby authorized to act for and in behalf of the Association in such respect that the Association has refused or failed to act, and any expenses thereby incurred by the Players Club Association shall be reimbursed by the Association.

ARTICLE X USE RESTRICTIONS

Section 10.1 Residential Use. The Lots subject to these Covenants and Restrictions may be used for residential living units and for no other purpose except that one or more Lots may be used for model homes during the development and sale of Lots within the Property. The model homes may be used to promote the sale of homes and options solely within the subdivision. No business or commercial building may be erected on any Lot and no business may be conducted on any part thereof. No building or other improvements shall be erected upon any Lot without prior ARB and PCAARB approval thereof as elsewhere herein provided. No Lot shall be divided, subdivided or reduced in size without the prior written approval of the ARB and PCAARB and no Lot shall be divided, subdivided or reduced in size unless each divided or subdivided portion thereof is consolidated with one or more contiguous Lots under one ownership; provided that, if the ARB and PCAARB shall first have specifically approved the same, a Lot may be subdivided for the purpose of increasing the size of only one contiguous Lot so long as the portion of the divided Lot which remains unconsolidated as a single Lot shall have a total area at least ninety-five percent (95%) as large as the then smallest Lot (in area) in the Subdivision. The division, subdivision, consolidation, or reduction in size of any lot shall not reduce the total assessments attributable to the lot as originally platted. In the event of the subdivision and consolidation of any Lot(s) as aforesaid, the obligation for Association expenses attributable to the subdivided Lot(s) shall be and become proportionately attributable and chargeable to the contiguous Lot(s), and the Owner(s) thereof, to and with which all portions of the divided or subdivided Lot(s) become consolidated. In the event that one or more Lots are developed as a unit, the provisions of this Declaration shall apply thereto as a single Lot except as to assessments provided for herein. No dwelling or other structure or improvement shall be erected, placed or permitted to remain on any building site which does not include at least one (1) full platted lot according to recorded plats of the Subdivision unless the ARB gives its prior written consent. The total ground area to be occupied by single family residences to be constructed within the subdivision shall not exceed thirty-five percent (35%) of the ground area of the Lot or building parcel, upon which such residences is located.

Section 10.2 No Temporary Buildings. No tents, trailers, tanks, shacks or temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without written consent of the Developer. Commercial vehicles shall not be parked within public view on a regular basis.

All Lots and appurtenant Limited Common Area shall be sodded and irrigated to the paved roadway and/or water's edge where such Lot abuts a roadway and/or water body. The Owner of such Lot shall be required to expend a minimum of Fifteen Thousand Dollars (\$15,000.00) in landscaping upon such Lot, said amount to be based upon the value given by a nursery, exclusive of sodding, fill, grading, mulch, irrigation and design fees.

10.8.2 Subsequent to approval by the ARB and PCAARB of landscaping plans submitted pursuant to Section 10.8.1 above, the Owner shall be obligated to complete the landscaping of his Lot and Limited Common Area in accordance with such plans and Section 10.8.1 above, within fifteen (15) days following the issuance of a Certificate of Occupancy for the dwelling constructed on the Lot by St. Johns County, Florida, or other governmental authority having jurisdiction. In the event the landscaping is not completed as provided herein, the Association shall have the right to enter the Lot and complete said landscaping in accordance with the approved plans, in the same manner as exterior maintenance may be performed by the Association pursuant to Article V of this Declaration. The Association shall be entitled to a lien against the Lot in an amount equal to one hundred ten percent (110%) of the cost to complete landscaping on such Lot and Limited Common Area, which shall be collected as provided in Section 7.2 above.

Section 10.9 Potable Water Supply. All potable water shall be supplied by means of the central water supply system provided for service to the Property. No individual potable water supply or well for potable water shall be permitted within the Property.

Section 10.10 Nuisances. Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to the neighborhood. Any activity on a Lot which interferes with television, cable or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors, which shall render a decision in writing, which decision shall be dispositive of such dispute or question. No immoral, improper or unlawful use shall be made of the Property and all valid laws, zoning ordinances and regulations of governmental agencies having jurisdiction thereof shall be complied with.

Section 10.11 Signs. No sign of any kind shall be displayed to the public view on any Lot except as may be approved as to size and design and in accordance with criteria established by the ARB and PCAARB.

Section 10.12 Living Area. Each detached single family residence constructed upon a Lot or building parcel within the Property shall contain a minimum of sixteen hundred (1,600) square feet of air conditioned living area. Living area as referred to in this section excludes garages and patios. Each detached single family residence must have a rear patio slab of minimum depth of eight (8) feet. The total ground area to be occupied by single family residences to be constructed within the Property shall not exceed thirty-five percent (35%) of the ground area of the Lot or building parcel upon which such residence is located.

Section 10.13 Lighting. No external lighting shall be installed without the prior approval of the ARB. No lighting shall be permitted which alters the residential character of

the Property. No lighting of tennis courts or outdoor activity areas shall be permitted.

Section 10.14 Animals. Any animals shall be kept under control by the Owner at all times and leashed when outside its Owners' dwelling. Animals shall be kept for the pleasure of Owners only and not for any commercial or breeding use or purposes. If in the discretion of the Association any animals shall become dangerous or an annoyance or nuisance to other Owners, or destructive of wildlife or property, they may not thereafter be kept on a Lot.

Section 10.15 Miscellaneous. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. All Lots and all portions of the Property and any improvements placed thereon, shall at all times be maintained in a neat and attractive condition and landscaping shall be maintained in a neat, attractive and orderly manner, including maintenance of grass, plants, plant beds, trees, turf, proper irrigation and lake edge maintenance, all in a manner with such frequency as is consistent with good property management. In order to implement effective control, the Association, their agents and assigns, shall have the right to enter upon any Lot for the purpose of mowing, pruning, removing, clearing, or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of the Board of Directors of the Association detracts from the overall beauty and safety of the Property, in accordance with the provisions of Article VII hereof.

Prior to commencement of construction upon any lot, the subsurface of the driveway shall be installed and any and all vehicles involved in the construction or delivery of materials and supplies to the site shall enter and exit the site only over the driveway subsurface and shall not park on any roadway or on any property other than the lot on which construction is proceeding.

During construction of a dwelling or other improvement, each Owner will be required to maintain his Lot in a clean condition, providing for trash and rubbish receptacles and disposal. Construction debris shall not be permitted to remain upon any Lot.

All main structures constructed upon the Property shall be completed within one (1) year after commencement of construction, except where such completion is impossible due to strikes, fires, national emergencies or natural calamities or unless waived in writing by the Board of Directors of the Association.

The ARB may, at its option, establish reasonable hours for construction activity so as to result in minimal disturbance to Owners of Lots within the Property.

Section 10.16 Casualty Damages. In the event of damage or destruction by fire or other casualty to the improvements on any Lot, the Owner shall repair or rebuild such damaged or destroyed improvements in a good workmanlike manner, within a reasonable time not to exceed one year and in accordance with the provisions of this Declaration. All debris must be removed and the Lot restored to an orderly condition within sixty (60) days of such damage or destruction.

Section 10.17 Setback. No dwelling shall be erected within twenty (20) feet of the front Lot line or within seven

and one-half (7.5) feet of any side Lot line or side line of any building parcel or within any easement area shown on the plat of the subdivision or reserved in Article XII of this declaration. The ARB shall have the right to require a rear set back of up to twenty (20) feet on any Lot within the Subdivision. All set backs shall be measured from the exterior wall of the dwelling to the applicable parcel boundary.

Section 10.18 Fences. No fence, wall or other barrier shall be constructed at the rear of any lot unless an exception is granted by the ARB and PCAARB. Fences elsewhere are subject to approval by the ARB and PCAARB in accordance with the Architectural Criteria attached as Exhibit C.

Section 10.19 Lakes; Maintenance Easement. Only Arvida Corporation and the Players Club Association shall have the right to pump or otherwise remove any water from any lake within the Subdivision or adjacent or near to the Subdivision for the purpose of irrigation or other use, or to place any refuse in such lake or lakes or any other real property located within the Sawgrass Players Club lying within, adjacent to, or near the Subdivision. Arvida and the Players Club Association shall have the sole and absolute right (but no obligation) to control the water level of such lake or lakes and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in on any such lake. The Association shall reimburse the Players Club Association for the cost of water quality maintenance undertaken by the Players Club Association in any lake within the Property, except for lakes that are connected to the Players Club drainage system via a connection that allows a two-way interchange of water. If a lake that is not so connected to the Players Club drainage system lies partly within and partly outside the Property, then the Players Club Association shall reimburse the Association for a percentage of the cost of such water quality maintenance equal to the percentage of the total surface area of such lake lying within the Property. The cost of manual or mechanical removal of trash, debris and undesirable plants undertaken by the Players Club Association within any lake shall be chargeable at the option of the Players Club Association, to the owner or owners of the property including that portion of the lake on which such maintenance is performed. Water quality and drainage control within lakes connected to the Players Club drainage system via a connection system that allows a two-way interchange of water in accordance with all laws and regulations of governmental authorities having jurisdiction, shall be the responsibility of the Players Club Association. No gas or diesel driven boat shall be permitted to be operated on any such lake. Lots which now, or may hereafter be, adjacent to, or include a portion of, a lake (the "lake parcels") shall be maintained so that such grass, planting or other lateral support to prevent erosion of the embankment adjacent to the lake and the heighth, grade and contour of the embankment shall not be changed without the prior written consent of the Association. If the Owner of any lake parcel fails to maintain the embankment as part of its landscape maintenance obligations in accordance with the foregoing, the Association or Players Club Association shall have the right, but no obligation, to enter upon any such lake parcel to perform such maintenance work which may be reasonably required, all at the expense of the Owner of such lake parcel pursuant to the provisions of Section 8.1 of this Declaration. Title to any lake parcel shall not include ownership of any riparian rights associated therewith, which riparian rights shall remain the property of the Developer or its successors, assigns and designees. No docks or other structures shall be constructed

EXHIBIT D TO THE RESOLUTION

(PLAYERS CLUB UNIT SEVEN)

Section of Declaration made a part of Final Development Plan

Section 10.12

Section 10.1

Section 10.17

Section 4.1

Section 6.1

Section 8.1